

Schroeder Ranch, Inc.

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TRANSPORTED COOLED SEMEN BREEDING CONTRACT

This Breeding Contract is made as of this _____ day of _____, 2013, by and between Schroeder Ranch, Inc. located at 6736 East Highway 82, Gainesville, Texas, 76240 (referred to herein as "Breeder") and _____, whose address appears below (referred to herein as "Mare Owner"). Breeder is the agent for the Stallion **JOHN SIMON**, APHA Registration #926,196, (referred to herein as "Stallion"), and Mare Owner wishes to obtain one breeding to Stallion for the mare _____, (referred to herein as "Mare") for the 2013 breeding season. In consideration of the mutual promises, covenants and representations of the Parties to this Breeding Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

FEES & EXPENSES: The Breeding Fee for the Stallion is **\$1,250.00**, and shall be paid in full upon execution of this Breeding Contract.

EMBRYO TRANSFERS:

MULTIPLE EMBRYOS: Should Mare build, mature and ovulate more than one follicle and more than one embryo be recovered during one embryo transfer flushing procedure, Mare Owner will decide at that time whether to transfer more than one embryo. No breeding certificates for more than one embryo shall be issued by Breeder unless and until (i) a sworn, written statement from the licensed veterinarian who examined and managed the donor mare during the breeding cycle is provided to Breeder and (ii) for each embryo, the Mare Owner shall have paid Breeder a breed fee of **\$1,250.00**. Should one of the multiple embryos obtained from one flushing procedure be non-viable or die at any time after implantation into the recipient mare, mare owner is allowed live foal guarantee.

SHIPPING EXPENSE: Prior to the first shipment of semen, the Mare Owner must cover all costs of the semen shipping process for each shipment, including lab and veterinary costs, courier service and ground or air shipping expense. The shipment charge covering the above expenses is \$350 for airline transportation or \$250 for Federal Express, UPS or other next day courier services. For Mare Owners that are within driving distance to Schroeder Ranch Inc., we offer a pick-up rate of \$50 per pick-up payable prior to release of the semen. All shipped semen requests must be 24 hours prior shipment date. The Ranch has the right to deny shipping requests for any reason, including, but not limited to an untimely request. Canadian shipments require an Import Permit and USDA inspector on-site charge of no less than \$482.00 in addition to standard shipping fees. (Required by Canadian Import Permit Regulations)

BREEDING SEASON: The Breeding Season as used in this Breeding Contract shall refer to the period from February 1st to July 15th of the year of this Breeding Contract.

MARE BREEDING CONDITION: Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection or disease. In the opinion of the attending veterinarian and in the sole discretion of the attending veterinarian, any mare determined not to be in sound breeding condition shall not be bred to Stallion. Upon that determination, Mare Owner may substitute another mare for breeding to Stallion, subject to all of the terms and conditions of this Breeding Contract.

COOLED SEMEN HANDLING: Mare Owner agrees to comply with all AQHA or other pertaining breed requirements, as applicable, concerning the use and handling of cooled semen. Mare Owner agrees to perform the insemination within the 24 hours but not more than 48 hours from receipt.

MARE OWNER RESPONSIBILITY: The responsibility for conception is on the Mare Owner. A qualified, experienced and licensed veterinarian competent in the use and handling of cooled semen should perform the insemination. If Mare fails to conceive from first shipment, **Mare Owner is required to have Mare cultured by veterinarian** and infused, if necessary. Results from culture and sensitivity test must be faxed to Schroeder Ranch, Inc. The Breeder, in its sole discretion, may refuse to ship semen beyond three shipments if the Breeder believes the insemination is not proper or the Mare is not healthy.

COLOR GUARANTEE: The resulting foal from the breeding of the above-named mare (APHA or ApHC) must be eligible for Registration in the appropriate breed. If the resulting foal is not eligible for Registration, the above-named owner is guaranteed a slot to breed a mare of his/her choice the following year only. There will be a rebreed fee of \$500.00.

LIVE FOAL GUARANTEE: Mare Owner is guaranteed one live foal for Mare once she has been certified by Breeder to have settled. A "live foal" shall be defined as a foal that stands and nurses. If Mare miscarries her foal or if the foal is stillborn, Mare Owner shall be entitled to rebreed Mare to Stallion **upon payment of an additional \$350.00 rebreed fee** the next following breeding season, provided, however, that within one week of Mare miscarrying or producing a non-viable foal, Mare Owner provide Breeder written notification from a licensed veterinarian certifying that Mare has slipped the foal or produced a foal that did not stand and nurse.

WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS: MARE OWNER HEREBY SPECIFICALLY AGREES THAT BREEDER, AS WELL AS ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, VETERINARIANS, GUESTS (THE "RELEASED PARTIES") SHALL NOT BE LIABLE AND SHALL BE RELEASED AND HELD HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, EXPENSES AND DAMAGES OF ANY NATURE RESULTING FROM OR RELATING TO ANY ESCAPE, ACCIDENT, INJURY, SICKNESS, DISABILITY AND/OR DEATH OF MARE AND/OR FOAL AS WELL AS ANY EXERCISES OF JUDGMENT BY THE RELEASED PARTIES IN CONNECTION WITH THE CUSTODY AND CARE OF THE MARE AND/OR FOAL.

MARE OWNER UNDERSTANDS AND SPECIFICALLY REPRESENTS THAT THE PROTECTION FOR MARE OWNER TO COVER ANY POTENTIAL LOSS REGARDING MARE AND/OR A FOAL IS TO OBTAIN INSURANCE FOR SUCH LOSS. MARE OWNER UNDERSTANDS IT IS MARE OWNER'S RESPONSIBILITY AND CHOICE WHETHER TO OBTAIN INSURANCE.

LIQUIDATED DAMAGES: As between Mare Owner and any of the Released Parties described in the Waiver of Liability, Release and Hold Harmless provision, should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including, but not limited to, a dispute alleging that Breeder has breached this Breeding Contract, the Parties hereby specifically agree that damages, expenses, costs, and fees, including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$3,000.00.

BREEDER'S CERTIFICATE: A Breeder's Certificate produced by the appropriate Association will be issued to the Mare Owner as shown on the Mare Registration Papers, after all fees and expenses have been paid in full and **upon notification to Schroeder Ranch of the birth of the foal.**

REGISTRATION PAPERS: Mare Owner shall provide Breeder a copy of Mare's registration papers (front and back) at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.

VENUE AND JURISDICTION: All disputes related to this Breeding Contract shall be governed by the laws of the State of Texas. Mare Owner agrees that personal jurisdiction and venue of all such disputes shall be in Cooke County, Texas.

ADDITIONAL PROVISIONS: This Breeding Contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties.

Payments made by credit card will be assessed a 3% bank fee.

This Breeding Contract constitutes the entire agreement of the Parties concerning the breeding of Mare to Stallion and supersedes all other agreements or understandings between the Parties, whether written or oral.

Any modification or purported waiver of any provision of this Breeding Contract shall be binding only if placed in writing and signed by both Parties.

The invalidity of any portion of this Breeding Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of the Breeding Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to expunging the invalid provision.

DISCLAIMER: Breeder makes no representations or warranties, express or implied, regarding the delivery of the cooled semen delivered under this Breeding Contract, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by Mare Owner.

BREEDER:

MARE OWNER / LESSEE:

Schroeder Ranch, Inc. _____

Printed Name

Signature

Signature

Date

Date

MARE'S CURRENT STATUS: Open _____ In Foal _____

Last Year's Breeding Date: _____
Stallion Bred to: _____

Check if Mare is Embryo Donor
Transfer Facility: _____
Veterinarian: _____

Mare Owner

Home Telephone

Address

Work Telephone

City, State Zip Code

Cell Phone

Email

Fax Number

Veterinarian's Address/Telephone Numbers and Nearest Major Airport (American Airlines, Delta or Continental destination) information as follows:

Veterinarian's Address/Telephone Number: _____

Nearest Major Airport (American, Continental or Delta destination): _____

If Paying by Credit Card:

Credit Card # _____

Expiration Date _____ Card Billing Zip Code _____

Name on Card _____